

THE CENTRAL VALLEY FLOOD PROTECTION BOARD – August 26, 2010

Alejandra Lopez
Agenda Item No. 9 (Q)

SUBJECT:

The Board is requested to approve the conveyance and delegate to the Board president and secretary the authority to execute the Contract and Grant of Easement and Easement Deeds from Sacramento and San Joaquin Drainage District to the United States of America, Department of Energy, Western Area Power Administration (WAPA) to be conveyed for the O'Banion-Elverta Transmission Line Project.

LOCATION:

The Sacramento and San Joaquin Drainage District's (SSJDD) property lies within Rideout Subdivision No. 2 projected Section 11, Township 12 North, Range 3 East, MDB&M, in New Helvetia Rancho, West levee of Feather River, County of Sutter, State of California.

BACKGROUND:

WAPA is in the process of acquiring rights-of way for the Sacramento Voltage Support Project. This project consists of approximately 31 miles of new, double-circuit, 230 –kilovolt (kV) transmission line between WAPA's O'Banion Substation and the area just south of Sacramento Municipal Utility District's (SMUD) Elverta Substation. The project also proposes to reconstruct SMUD's 230/115 kV between SMUD's Elverta and Natomas Substation.

WAPA proposes to acquire 1.92 acres, more or less of permanent easement for an existing and new transmission lines purposes on SSJDD property. The new transmission line consists of a 125-foot wide strip across SSJDD property. Also, WAPA proposes to acquire 0.43 acres of permanent easement for ingress and egress purposes on SSJDD property. The access easement consists of a 30-foot wide strip across SSJDD property. The total consideration offered by WAPA to SSJDD is the sum of \$14,535. The Department of Water Resources (DWR), Division of Engineer, Real Estate Branch, Appraisal Section has reviewed such offer and has determined that the sum of \$14,535 meets and/or exceeds the fair market value for the proposed rights to be acquired.

Jeremy Goldberg, DWR, Office of Chief Counsel has approved the Contract and Grant of Easement and Easement Deeds for legal form and sufficiency.

REQUEST:

For the Board to approve the conveyance and delegate to the Board president and secretary the authority to execute the Contract and Grant of Easement and Easement Deeds from Sacramento and San Joaquin Drainage District to WAPA for SSJDD Parcels Nos. 38-A and 101-B and 38-B and 101-C.

ATTACHMENTS:

- Contract and Grant of Easement
- Easement Deed SSJDD Parcel No. 38-A and 101-B
- Easement Deed SSJDD Parcel No. 38-B and 101-C

STAFF RECOMMENDATION:

Staff recommends approval of conveyance and delegating to the Board president and secretary the authority to execute the Contract and Grant of Easement and Easement Deeds.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

O'BANION-ELVERTA TRANSMISSION LINE

CONTRACT AND GRANT OF EASEMENT

THIS AGREEMENT made as of the day of , 2010, between Sacramento and San Joaquin Drainage District acting by and through The Central Valley Flood Protection Board of the State of California, a public agency, (GRANTOR), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (UNITED STATES), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The GRANTOR, for and in consideration of the sum of Fourteen Thousand Five Hundred Thirty-Five dollars (\$14,535.00) and the provisions contained in this agreement, does hereby grant and convey to the UNITED STATES and its successors, lessees, licensees, and assigns, a perpetual easement and right-of-way for electric power and transmission purposes in, upon, over, and under the land described in Exhibit A, attached hereto and made a part hereof.
2. UNITED STATES acknowledges the priority of GRANTOR'S title in the easement area and the priority of GRANTOR'S rights over easement rights granted UNITED STATES herein. GRANTOR has and reserves all rights within the easement area necessary for GRANTOR'S purposes without need for any permit or permission from UNITED STATES. In all use of the easement area, UNITED STATES shall make adequate provision for the protection of GRANTOR'S facilities and the use thereof by GRANTOR.
3. This easement is subject to all valid and existing contracts, leases, licenses, easements, encroachment permits, encumbrances, and claims of title which may affect said property and the word "easement" as used herein shall not be construed as a covenant against the existence of any thereof.

4. The grant of easement shall include the unimpeded right to enter the above-described easement area and to locate, survey, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove, permit the attachment of wires of others, and patrol a transmission line consisting of one line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage, as well as appurtenances for communication facilities. The grant shall also include the present and future right to clear the easement area of brush, timber, fire hazards, unauthorized structures or any other materials, excluding crops or any items the GRANTOR deems reasonably necessary to the operation and maintenance of the levee system. The UNITED STATES may trim, cut down, or remove trees or branches over or on or extending within the easement area. All materials so removed shall become the property of the UNITED STATES and shall be disposed of by the UNITED STATES in any manner it deems suitable so long as said disposal in no way interferes with the flood fighting capacity of the GRANTOR. The consideration cited herein includes payment for all vegetation removed from the easement area.

5. The GRANTOR also grants and conveys to the UNITED STATES, and its successors, lessees, licensees, and assigns, a perpetual non-exclusive easement for access road purposes in, upon, and across lands described in Exhibit B, attached and made a part hereof. The grant of easement shall include the right to enter and locate, construct, use, maintain, repair, and rebuild a road(s) together with cuts and fills as needed, subject to prior approval by the GRANTOR. The UNITED STATES' right to enter and locate, construct, use, maintain, repair and rebuild a road(s) together with cuts and fills as needed is subject to the GRANTOR's ability to operate and maintain the levees. The GRANTOR shall have the right to use said access road(s) described herein for any legal purposes and in so doing shall minimize any interference with the rights and privileges herein granted to the UNITED STATES.

6. The UNITED STATES shall agree to the relocation of said access road provided that GRANTOR furnishes such alternate easements, rights-of-way, and roads deemed satisfactory to the UNITED STATES.

7. The UNITED STATES shall exercise due care and diligence in the exercise of rights and privileges granted herein. The UNITED STATES agrees to repair or reasonably compensate the GRANTOR for damage to agricultural crops (excluding orchards), levees, fences, irrigation systems, drainage systems or other improvements within the transmission line right-of-way that occurs as a result of the exercise of the rights granted herein.

8. The GRANTOR shall assist the UNITED STATES in procuring and recording all assurances of title and affidavits which the GRANTOR may be advised by the UNITED STATES are necessary. The UNITED STATES shall pay to record this instrument and for the procurement of abstracts or title insurance.

9. In the event that liens or encumbrances other than those expressly provided herein do exist, the UNITED STATES may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this contract, nor an assumption of any lien or encumbrance by the UNITED STATES

10. The GRANTOR shall have the right to cultivate, graze, use, occupy, and have access to and across the easement area described herein for any purposes which will not constitute a safety hazard and shall minimize interference with any of the rights and privileges herein granted to the UNITED STATES. The UNITED STATES will notify the GRANTOR in writing of any activity of the GRANTOR within the easement area that constitutes a safety hazard, or interferes with any of the rights and privileges herein granted to the UNITED STATES.

The following activities are prohibited within the easement area unless written permission is granted by the UNITED STATES.

(a) GRANTOR shall not erect any structures; by way of example, structures shall include, but are not limited to buildings, mobile homes, signs, light standards, storage tanks, septic systems, swimming pools, tennis courts, or similar facilities; except for structures deemed by the GRANTOR as reasonably necessary for the operation and maintenance of the levee system which conform to the National Electric Safety Code.

(b) GRANTOR shall not drill wells or conduct mining operations.

(c) GRANTOR shall not construct, install or operate above-ground mechanical irrigation facilities.

(d) GRANTOR shall not appreciably change the character of existing topography, normal farming and flood fighting practices excluded.

(e) GRANTOR shall not plant trees, orchards, shrubs, or bushes within the easement.

(f) GRANTOR shall not construct roads parallel to the transmission line unless GRANTOR deems said roads as necessary for the operation and maintenance of the surrounding levee system.

Roads constructed across the easement area shall be in accordance with all applicable safety codes and shall be a minimum of 20 feet from any transmission line structure.

The UNITED STATES shall not unreasonably withhold permission, and it shall be the intention of the UNITED STATES to allow the GRANTOR a reasonable right to use and have access across the easement area when and where such use shall not interfere with the rights of the UNITED STATES as provided herein. If, however, GRANTOR proceeds without permission to conduct any of the prohibited activities named in this article, the UNITED STATES shall have the right, upon discovery of such activity, to take any action deemed appropriate to prevent such activity including the right to remove if necessary.

11. In the event that GRANTOR'S use of the easement area reasonably requires relocation, rearrangement, or reconstruction of UNITED STATES' facilities within the easement, GRANTOR shall notify UNITED STATES in writing of such necessity and the reasons therefore, and specify in writing such proposed requirements. GRANTOR and UNITED STATES subsequently shall meet and confer to determine and mutually agree on (a) how to best accomplish such relocation, rearrangement, or reconstruction of UNITED STATES' facilities; and (b) whether GRANTOR or UNITED STATES shall be the lead agency to perform the appropriate relocation, rearrangement, or reconstruction work. The lead agency shall be responsible for development of necessary documents and acquisition of a sufficient work force to accomplish the work. Any such rearrangement, relocation or reconstruction of UNITED STATES' facilities within the easement area shall be accomplished at no cost to the GRANTOR, and shall be subject to federal appropriations..

12. In the event of termination of this easement, UNITED STATES shall, if requested by GRANTOR, and without expense to GRANTOR, remove or abandon from service property and equipment placed by or for UNITED STATES upon or under said easement. UNITED STATES shall initiate construction of this work within one (1) year from such time as the GRANTOR may notify UNITED STATES. Removal or abandonment of the facilities and restoration of easement lands shall be in a manner that is acceptable to both parties. Subject to availability and allotment of federal funds, UNITED STATES shall pay all costs to remove or abandon these facilities and, thereafter, promptly restore said easement area as nearly as reasonable and practicable to the same state and condition it was in prior to the execution of said easement or as agreed by both parties. In the event UNITED STATES should fail, neglect or refuse to restore the premises in accordance with such request, GRANTOR may do so at the risk of UNITED STATES, and all costs and expenses of such removal or abandonment and restoration shall be reimbursed by UNITED STATES, to the extent authorized under federal law and subject to the availability of federal appropriations.

13. Upon termination of the rights hereby granted, and upon completion of removal or abandonment described above, UNITED STATES shall execute and deliver to the GRANTOR upon 120 days after written demand therefore, a good and sufficient quitclaim deed to the rights arising hereunder.

14. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the GRANTOR, and the successors, lessees, licensees, and assigns of the UNITED STATES

15. UNITED STATES shall exercise due diligence and caution in the construction, installation, maintenance and use of structures, appurtenances, equipment and tools on the lands of GRANTOR to avoid damage or injury to the right of way, facilities, or personnel of GRANTOR and the public and to preclude interference with the operations of GRANTOR. UNITED STATES shall voluntarily manage its activities associated with the storage and use of water polluting substances to comply with applicable laws and minimize the potential of polluting the waters of the State of California.

16. UNITED STATES agrees that it will comply with all applicable laws, including Federal, State, or Local, pertaining to the use, storage, transportation and disposal of any hazardous substance as that term is defined in such applicable laws. In the event GRANTOR's agencies, officials, employees, agents or successors should incur any liability, cost or expense, including attorney's fees and costs, as a result of the intentional, negligent, or wrongful act or omission of UNITED STATES or its employees, authorized agents, or authorized contractors acting within the scope of their respective office or employment, and under UNITED STATES' direction, control or authority, in the use, storage, transportation or disposal of any hazardous substance, including any petroleum derivative, UNITED STATES shall hold harmless any of these entities or individuals against such liability, to the extent UNITED STATES is authorized to do so under federal law.

17. To the extent authorized under federal law, UNITED STATES shall be liable for any damage to GRANTOR'S facilities and for any other damage including power, irrigation, municipal and industrial water supply, and communication losses arising out of UNITED STATES' construction activities that are undertaken pursuant to UNITED STATES' direction, control or authority. If UNITED STATES damages, injures or disturbs GRANTOR'S right of way or facilities, GRANTOR may elect to do its own repairs. Repairs to any of UNITED STATES' facilities within the easement, which GRANTOR considers necessary to prevent such aforementioned damage to GRANTOR's facilities, may be done by GRANTOR, and the costs of such repairs will be reimbursed by UNITED STATES to the extent authorized under federal law, if UNITED STATES fails to initiate such repairs within ten (10) days after receiving written notice to do so and to complete said repairs as soon as possible. In the event of an emergency, UNITED STATES shall repair, or otherwise assist in repairing, such aforementioned damage, as expeditiously as possible. In either case, all expenses of such repair, including GRANTOR's administrative costs, shall be borne by UNITED STATES to the extent authorized by federal law, and subject to the availability and allotment of federal funds.

18. To the extent authorized under federal law, UNITED STATES shall hold harmless the GRANTOR, or any department, officer, or employee thereof, from claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to UNITED STATES, persons employed by UNITED STATES, persons acting on behalf of UNITED STATES and the public, or damage to property resulting from the intentional, negligent or wrongful act or omission of a UNITED STATES employee, authorized agent or authorized contractor while acting within the scope of their respective office or employment and under UNITED STATES' direction, control or authority, in the performance

of work, use of facilities constructed within said easement area, or other activity under said easement or in the performance of UNITED STATES' obligations, if any, under applicable permits. It is the intent of the parties that UNITED STATES be responsible for and hold harmless GRANTOR, its officers, employees, and contractors, from any and all claims, suits or actions as set forth above regardless of the existence of degree of fault or negligence, whether active or passive, primary or secondary, on the part of the UNITED STATES, its employees, authorized agents, or authorized contractor acting within the scope of their respective office or employment and under UNITED STATES' direction, control or authority.

19. Throughout the period of any construction pursuant to this easement, UNITED STATES shall require UNITED STATES' contractors, at no cost to GRANTOR, to name GRANTOR, its officers, and employees as insured by such contractors on liability insurance.

IN WITNESS WHEREOF, the parties hereto have signed their names, the day and year first above written.

GRANTOR
Sacramento and San Joaquin Drainage District
Acting by and through the Central Valley Flood
Protection Board of the State of California,
A public agency

UNITED STATES OF AMERICA
Western Area Power Administration

By _____

Steven W. Webber
Lands Team Lead

Title

By _____

Title

Approved as to legal form
and sufficiency:



Asst Chief Counsel, DWR

JEREMY GOLDBERG

ACKNOWLEDGEMENT

State of _____)
County of _____)

On _____, 2010, before me, _____,
personally appeared _____, for Sacramento and San Joaquin Drainage District,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Notary Public

ACKNOWLEDGEMENT

State of _____)
County of _____)

On _____, 2010, before me, _____,
personally appeared _____, for Sacramento and San Joaquin Drainage District
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Notary Public

State of California
The Resources Agency
Department of Water Resources
THE CENTRAL VALLEY FLOOD
PROTECTION BOARD

Parcel No. 38-A and 101-B
TRACT NO. 146ET

Executed this _____ day _____, of 20 _____

SACRAMENTO AND SAN JOAQUIN DRAINAGE
DISTRICT, acting by and through The Central Valley
Flood Protection Board of the State of California.

By _____
President

By _____
Secretary

Approved as to Legal Form

Signed and delivered in the presence of:


Counsel, The Central Valley Flood Protection Board

STATE OF CALIFORNIA }

SS

County of _____

On _____, 20 _____, before me, _____

personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

[SEAL]

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES

Division of Engineering
Real Estate Branch
1416 9th Street, Room 425
Sacramento, CA 95814

SPACE ABOVE THE LINE FOR RECORDER'S USE

OBN-ESE
Project O'BANION ELVERTA TRANSMISSION LINE

Parcel No. TRACT NO. 146ET
38-A and 101-B

EASEMENT DEED

The SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through THE CENTRAL VALLEY FLOOD PROTECTION BOARD of the STATE OF CALIFORNIA, does hereby grant to **THE UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION** an EXCLUSIVE EASEMENT for Electrical Transmission upon, over, and across that certain real property in the County of Sutter, State of California, described as:

*Tract No. 146ET
Facility: OBN-ESE
CVFPB Parcel No. 38-A and 101-B*

WESTERN AREA POWER ADMINISTRATION O'Banion-Elverta Transmission Line

All that real property lying in Rideout Subdivision No. 2, projected Section 11, Township 12 North, Range 3 East M.D.M. located in New Helvetia Rancho, County of Sutter, State of California, described as follows:

Commencing at a found 5/8" rebar marking the easterly angle point of Lot 1 as shown on the Rideout Subdivision No. 2 filed May 11, 1911 Book 2 surveys Page 21, official records of said county;

Thence South 26°32'56" West along the easterly line of Lots 1 and 4 of said subdivision, a distance of 2830.29 feet to a found 5/8" rebar marking the Northwest Corner of Lot 21 of said Subdivision;

Thence continuing South 26°32'56" West along the westerly lines of Lots 21, 20, 16 and 15 4800.90 feet to the centerline of the existing Western Area Power Administration O'Bannion to Elverta transmission line;

Thence South 57°29'23" East along said transmission line centerline a distance of 576.65 feet to an angle point;

Thence South 32°31'25" East along said transmission line centerline a distance of 68.80 feet to the northerly boundary of the Sacramento and San Joaquin Drainage District levee boundary per Deed No. 101 filed August 29, 1921 Book 72 Page 329 Deeds Official Records of said county and the **POINT OF BEGINNING**;

Thence South 72°13'04" East along said northerly levee boundary a distance of 4.77 feet;

Thence North 51°46'56" East along said northerly levee boundary a distance of 186.68 feet;

Thence South 32°31'25" East a distance of 321.56 feet to the southerly boundary of said levee;

Thence South 51°46'56" West along said southerly levee boundary a distance of 252.54 feet;

Thence North 32°31'25" West a distance of 407.05 feet to the northerly boundary of said levee;

Thence South 72°13'04" East along said northerly levee boundary a distance of 97.84 feet to the **POINT OF BEGINNING**.

Containing 1.92 acres, more or less.

Bearings are based on the California State Plane Coordinate System, Zone II, NAD 83 (2007). Distances are grid.

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES

Division of Engineering
Real Estate Branch
1416 9th Street, Room 425
Sacramento, CA 95814

SPACE ABOVE THE LINE FOR RECORDER'S USE

EASEMENT DEED

OBN-ESE
Project O'BANION ELVERTA TRANSMISSION LINE
Parcel No. TRACT NO. 146EA
38-B AND 101-C

The SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through THE CENTRAL VALLEY FLOOD PROTECTION BOARD of the STATE OF CALIFORNIA, does hereby grant to **THE UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION** an EXCLUSIVE EASEMENT for ingress and egress upon, over, and across that certain real property in the County of Sutter, State of California, described as:

*Tract No. 146EA
Facility: OBN-ESE
CVFPB Parcel No 38-B and 101-C*

**WESTERN AREA POWER ADMINISTRATION
O'Banion-Elverta Transmission Line
Access Easement**

All that real property lying in Rideout Subdivision No. 2, projected Section 11, Township 12 North, Range 3 East M.D.M. located in New Helvetia Rancho, County of Sutter, State of California, being a strip of land 30.0 feet in width, 15.0 feet to the left and right of the following described centerline:

Commencing at a found 5/8" rebar marking the easterly angle point of Lot 1 as shown on the Rideout Subdivision No. 2 filed May 11, 1911 Book 2 surveys Page 21, official records of said county;

Thence South 26°32'56" West along the easterly line of Lots 1 and 4 of said subdivision, a distance of 2830.29 feet to a found 5/8" rebar marking the Northwest Corner of Lot 21 of said Subdivision;

Thence continuing South 26°32'56" West along the westerly lines of Lots 21, 20, 16 and 15 4993.70 feet to the northerly boundary of the Sacramento and San Joaquin Drainage District levee boundary per Deed No. 101 filed August 29, 1921 Book 72 Page 329 Deeds Official Records of said county and the **POINT OF BEGINNING**;

Thence South 59°17'30" East a distance of 378.25 feet;

Thence South 43°41'18" East a distance of 93.92 feet;

Thence South 08°25'32" West a distance of 132.27 feet to the southerly boundary of said levee and the **POINT OF TERMINATION**, said point being North 72°13'04" West along said southerly levee boundary a distance of 102.73 feet from the northeasterly corner of Lot 86 in said Rideout Subdivision No. 2.

Sidelines of the above described easement shall be lengthened or shortened to terminate at the northerly and southerly boundaries of said levee.

Containing 0.42 acres, more or less.

Bearings are based on the California State Plane Coordinate System, Zone II, NAD 83 (2007). Distances are grid.

State of California
The Resources Agency
Department of Water Resources
THE CENTRAL VALLEY FLOOD
PROTECTION BOARD

Parcel No. 38-B and 101-C
TRACT NO. 146EA

Executed this _____ day _____, of 20 _____

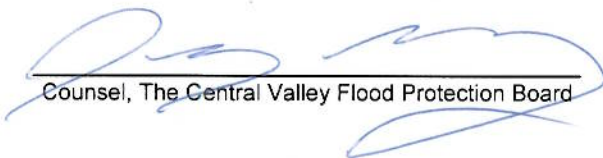
SACRAMENTO AND SAN JOAQUIN DRAINAGE
DISTRICT, acting by and through The Central Valley
Flood Protection Board of the State of California.

By _____
President

By _____
Secretary

Approved as to Legal Form

Signed and delivered in the presence of:


Counsel, The Central Valley Flood Protection Board

STATE OF CALIFORNIA }

SS

County of _____

On _____, 20 _____, before me, _____

personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

[SEAL]

NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA